

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
TIMOTHY ROHAN**DEFENDANTS**
INNOVATIVE DEVELOPMENT, LLC, STEVEN RODI, AND
MARTINA RODI

(b) County of Residence of First Listed Plaintiff Burlington County, New Jersey
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Montgomery County, Pennsylvania
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Jeffrey M. Scott, Esq. ID# 60184 jscott@archerlaw.com

Kerri E. Chewning, Esq. ID#86380 kchewning@archerlaw.com

Archer & Greiner, P.C. Three Logan Square, Suite 3500

Philadelphia PA 19103-7393 215-963-3300

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- | | |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

Citizen of This State	PTF	DEF	PTF	DEF
	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademarks
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	REAL PROPERTY <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	CIVIL RIGHTS PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | | | |
|---|---|--|---|--|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File |
|---|---|--|---|--|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
43 P.S. § 260.3

VI. CAUSE OF ACTION

Brief description of cause:
Breach of Contract and Wage Claim

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

March 14, 2018

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

SIGNATURE OF ATTORNEY OF RECORD

APPLYING IFFP

JUDGE

MAG. JUDGE

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: Timothy Rohan, 757 Westfield Rd., Moorestown, New Jersey 08057

Address of Defendant: Innovative Development, LLC, 18 Mainland Road, Harleysville PA 19438

Place of Accident, Incident or Transaction: Pennsylvania
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities? Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes No

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes No

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes No

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes No

CIVIL: (Place ✓ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases

(Please specify) _____

B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Jeffrey M. Scott, Esquire

counsel of record do hereby certify:

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

DATE: March 14, 2018

Attorney at Law

60184

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: March 14, 2018

Attorney at Law

60184

Attorney I.D.#

CIV. 609 (5/2012)

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

TIMOTHY ROHAN

CIVIL ACTION

v.
INNOVATIVE DEVELOPMENT, LLC, STEVEN RODI,
and MARTINA RODI

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

March 14, 2018

Date

215-963-3300

Telephone



Attorney-at-law

215-963-9999

Jeffrey M. Scott, Esquire

Attorney for Plaintiff

jscott@archerlaw.com

FAX Number

E-Mail Address

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Timothy Rohan	:
757 Westfield Rd	:
Moorestown, New Jersey 08057	:
Plaintiff,	:
v.	:
Innovative Development, LLC, Steven Rodi, and Martina Rodi	:
45 Creek Drive 18923	:
Millsboro, Delaware 19966	:
Defendants.	:
CIVIL ACTION	
NO.	
JURY DEMAND	

COMPLAINT

Plaintiff Timothy Rohan, by and through his undersigned counsel, Archer & Greiner, P.C., hereby files this action against the above-named Defendants and in support thereof, avers the following:

THE PARTIES

1. Plaintiff Timothy Rohan ("Rohan") is an adult individual residing at 757 Westfield Rd, Moorestown, New Jersey 08057.
2. Defendant Innovative Development, LLC is a Pennsylvania registered corporation, with its business office located at 18 Mainland Road, Harleysville, PA 19438.
3. Defendant Steven Rodi, is an individual and is the president and an owner of Innovative Development, LLC, and his address is 45 Creek Drive, DE 18923.
4. Defendant Martina Rodi, is an individual, and is an owner of Innovative Development, LLC and her address is 45 Creek Drive, DE 18923.

JURISDICTION AND VENUE

5. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(a), as there is complete diversity among the parties, and the amount in controversy is in excess of \$75,000.00, exclusive of interest and costs.

6. Venue is proper pursuant to 28 U.S.C. § 1391(a), as Defendant Innovative Development, LLC is a Pennsylvania registered corporation and has sufficient contacts in the Eastern District of Pennsylvania giving rise to personal jurisdiction. All material underlying transactions occurred in this District.

FACTUAL BACKGROUND

7. Plaintiff Rohan was hired as an employee by Defendant Innovative Development, LLC ("Company") in 2003 to perform certain sales and marketing services for the Company at their client sites as directed by IDLLC.

8. Plaintiff Rohan fulfilled his duties as directed by the Company and the Company's owners at all times.

9. Rohan was terminated from his employment on June 28, 2017.

10. Throughout Rohan's employment and until his termination with the Company, the Defendants controlled the manner in which Rohan: (1) performed his job tasks; (2) how Rohan was paid for his work performed; (3) the terms of Rohan's employment; and (4) the nature of Rohan's work.

11. Throughout Rohan's employment and until his termination from the Company, the Defendants supplied Rohan with various tools to perform his tasks.

12. Throughout Rohan's employment and until his termination from the Company, the Defendants would determine the amount and timing of Rohan's wage compensation and other compensation.

13. Throughout Rohan's employment and until his termination from the Company, the Defendants retained the right to terminate his employment at any time.

14. From January 1, 2009 until June 28, 2017, Rohan continued to work and produce substantial revenue for the Company, increasing the Company's revenue.

15. On June 28, 2017, Rohan was terminated via a letter dated June 28, 2017.

16. At the time of Rohan's termination, the Company owed him in excess of \$75,000.00 for unpaid wages that he earned from the beginning of the Company's 2017 fiscal year through June 28, 2017.

17. At the time of Rohan's termination, the Company owed him unreimbursed employee business expenses in the amount of approximately \$6,000.00.

18. On June 28, 2017, the Company and Defendants promised to pay Rohan his unpaid wages. To date, the Company has unreasonably, and in bad faith, refused to pay the unpaid wages that are due and owing to Rohan.

19. On June 28, 2017, the Company promised to pay Rohan his unreimbursed employee business expenses. To date, the Company has unreasonably, and in bad faith, refused to pay the unreimbursed employee business expenses.

20. Said actions by all Defendants violate the Pennsylvania Wage Payment and Collection Law and other laws of the Commonwealth of Pennsylvania.

CLAIMS FOR RELIEF

COUNT I - PENNSYLVANIA WAGE PAYMENT AND COLLECTION LAW

21. Plaintiff Rohan repeats and incorporates by reference his allegations contained in paragraphs 1 through 20 as if fully set forth herein.

22. Under the Pennsylvania Wage Payment and Collection Law ("WPCL"), every employer who agrees to pay or provide fringe benefits or wage supplements must pay or provide such fringe benefits or wage supplements within ten (10) days after such payments are required to be made directly to the employee. 43 P.S. § 260.3.

23. Under the WPCL, responsible officers and principals of firms which fail to make required payments of salary and wage supplements under the WPCL are directly liable for such non-payments. Amalgamated Cotton Garment & Allied Insurance Fund v. Dion, 341 Pa. Super. 12, 491A.2d123 (Pa. Super. 1985); Carpenter's Health & Welfare Fund v. Ambrose, 727 F.2d 279 (3d Cir. 1983).

24. The WPCL further provides that an employee to whom any type of wages are payable may maintain an action for recovery of such unpaid wages, benefits and supplements against an employer, which definition includes any officer of the employer which has failed to make the required payments. 43 P.S. §260.9a(b).

25. In addition to recovery of the unpaid wages, the Company and responsible officer are also liable for liquidated damages of 25% of the total wages due as well as the employee's reasonable attorney's fees. 43 P.S. §260.9a, §260.10.

26. At the specific instruction of the individual Defendants Rodi and Rodi, the Company has failed and refused to pay Rohan the wages he earned.

27. By reason of the foregoing, Defendant Company and Defendants Rodi and Rodi are jointly and severally liable for violations of the WPCL in an amount in excess of \$75,000.00 in unpaid wages, and in liquidated damages, plus interest, and Plaintiff's attorney's fees and costs in prosecuting this action.

WHEREFORE, Plaintiff Rohan demands judgment against all Defendants jointly and severally, in an amount in excess of \$75,000.00, plus interest, and unreimbursed business expenses in the amount of approximately \$6,000, together with reasonable attorney's fees and costs, interest and such other and further relief as the Court may deem just and proper.

COUNT II- BREACH OF CONTRACT

28. Plaintiff Rohan repeats and incorporates by reference his allegations contained in paragraphs 1 through 27 as if fully set forth herein.

29. Defendant Company promised to pay Rohan employee wages for work performed as an employee of the Company.

30. Defendant Company also promised to pay Rohan for all business related expenses that were paid for by Rohan.

31. Rohan agreed and performed work on behalf of Defendant Company in consideration for Defendant Company's promise to pay him employee wages.

32. The Company received benefits, including the hard work, efforts and business services provided by Rohan, without paying for said services.

33. Defendant Company failed to pay Rohan his employee wages and unreimbursed business expenses from the start of Defendant Company's 2017 fiscal year through June 28, 2017.

34. Defendant Company is in material breach of its agreement to pay Rohan his wages the from the start of Defendant Company's 2017 fiscal year through June 28, 2017.

35. Rohan has suffered harm as a result of Defendant Company's breach of its agreement.

WHEREFORE, Plaintiff Rohan demands judgment against Defendants in an amount in excess of \$75,000.00, plus interest, and unreimbursed business expenses in the amount of approximately \$6,000, together with fees and costs, and such other and further relief as the Court may deem just and proper.

COUNT III- UNJUST ENRICHMENT

36. Plaintiff Rohan repeats and incorporates by reference his allegations contained in paragraphs 1 through 35 as if fully set forth herein.

37. Defendant Company received benefits, including the hard work, efforts and business services provided by Rohan, without paying for said services.

38. It would be unjust for Defendant Company to retain the benefits of said service received from Rohan, as Defendant Company would be unjustly enriched.

39. For the reasons set forth above, Defendant Company is liable to Rohan under a theory of Unjust Enrichment.

WHEREFORE, Plaintiff Rohan demands judgment against Defendants in an amount in excess of \$75,000.00, plus interest, and unreimbursed business expenses in the amount of approximately \$6,000, together with fees and costs, and such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff requests a jury trial.

Date: March 14, 2018

ARCHER & GREINER
A Professional Corporation

By: /s/ Jeffrey M. Scott
Jeffrey M. Scott, Esquire
Kerri E. Chewning, Esquire
Three Logan Square
Suite 3500
1717 Arch Street
Philadelphia, Pennsylvania 19103-7393
Attorneys for Timothy Rohan